BEFORE THE BOARD OF PSYCHOLOGIST EXAMINERS

FOR THE STATE OF ARIZONA

ORIGINAL

In the Matter of:)
Kimi Wright, Ph.D.	{
Holder of License No. 3737 for the Practice of Psychology in the State of Arizona))

Case No. 11-04

CONSENT AGREEMENT AND ORDER

On March 30, 2012, the Arizona Board of Psychologist Examiners ("Board") discussed Case No. 11-04 regarding Kimi Wright, Ph.D. ("Licensee"). Dr. Wright and her attorney, Charles Hover, III, Esq., were present at the proceedings and made a presentation to the Board. After reviewing the information presented, the Board voted to offer Licensee this Consent Agreement and Order.

JURISDICTION

- 1. The Board is authorized to regulate the practice of psychology in Arizona pursuant to A.R.S. § 32-2061, et seq.
- 2. Licensee is the holder of license number 3737 for the practice of psychology in the State of Arizona.
- 3. The Board has personal and subject matter jurisdiction over Licensee pursuant to A.R.S. § 32-2061, et seq.

RECITALS

Licensee understands and agrees that:

- 4. The Board and Licensee enter into this Consent Agreement to promptly and judiciously resolve this matter, consistent with the public interest and the statutory requirements of the Board.
- 5. The Board has jurisdiction over Licensee and the subject matter pursuant to A.R.S. § 32-2061 et seq.

- 6. Licensee has the right to consult with an attorney prior to entering into this Consent Agreement.
- 7. Licensee has a right to a public hearing concerning this case. She further acknowledges that at such formal hearing she could present evidence and cross-examine witnesses. Licensee irrevocably waives her right to such a hearing.
- 8. Licensee irrevocably waives any right to rehearing or review or to any judicial review or any other appeal of this matter.
- 9. This Consent Agreement shall be subject to the approval by the Board and shall be effective only when signed by the Executive Director and accepted by the Board. In the event that the Board does not approve this Consent Agreement, it is withdrawn and shall be of no evidentiary value and shall not be relied upon nor introduced in any action by any party, except that the parties agree that should the Board reject this Consent Agreement and this case proceeds to hearing, Licensee shall assert no claim that the Board was prejudiced by its review and discussion of this document or any records relating thereto.
- 10. The Consent Agreement, once approved by the Board and signed by the Licensee, shall constitute a public record which may be disseminated as a formal action of the Board.

FINDINGS OF FACT

- 11. This case arises out of a custody proceeding involving the biological parents of two minor children. The Complainant is the biological mother.
 - 12. At the time the complaint arose, the father had sole custody of the children.
- 13. On February 20, 2009, pursuant to court order, the Complainant's two minor children were to receive ongoing counseling. Kathleen Miholich, Parenting Coordinator in the custody case, provided three names of psychologists to the father for purposes of providing the counseling pursuant to the court order. From the names provided, father chose Dr. Kimi Wright to provide the services based on the fact that Dr. Wright's office was conveniently located in the same building as Ms. Miholich's office.

- 14. Dr. Wright was aware that mother and father were in the process of a contentious custody proceeding involving the court at the time she agreed to provide counseling to the minor children.
 - 15. Dr. Wright does not have formal training in forensic psychology.
- 16. Dr. Wright provided reports regarding treatment of the two minor children to the Parenting Coordinator, without mother's consent. The Court subsequently relied on Dr. Wright's reports in determining custody.
- 17. The minor children's therapy with Dr. Wright was paid by father's Health Savings Account, however, father objected to use his Health Savings Account to pay for therapy between mother and the minor children even though the therapy was Court Ordered at father's expense. Dr. Wright did not bill father's Health Savings Account for conjoint sessions with mother and minor children.

CONCLUSIONS OF LAW

- 18. The conduct and circumstances described above and as set forth in the Consent Agreement and Order for Discipline constitute unprofessional conduct pursuant to A.R.S. § 32-2061(A)(13)(g) engaging in or offering to engage as a psychologist in activities not congruent with the psychologist's professional education, training and experience, by providing a professional opinion, requiring training in forensic psychology, without proper training.
- 19. The conduct and circumstances described above and as set forth in the Consent Agreement and Order for Discipline constitute unprofessional conduct pursuant to A.R.S. § 32-2061(A)(13)(h) failing to maintain and retain adequate business, financial or professional records, for collecting payment from father's Health Savings Account but refusing to allow father to use his Health Savings Account for mother's and minor childrens' conjoint sessions even though the sessions were Court ordered.
- 20. The conduct and circumstances described above constitutes unprofessional conduct pursuant to A.R.S. § 32-2061(A)(13)(dd) Violating an ethical standard adopted by the Board, by practicing outside her area of competence, American Psychological Association Ethical Principles of Psychologists and Code of Conduct §2.01 (2003).

ORDER FOR CONTINUING EDUCATION AND PRACTICE

 Pursuant to A.R.S. §32-2081(Q) the Board considers that the Licensee's conduct in RFI

No. 2011-04 warrants disciplinary action. Based upon the foregoing Findings of Fact and

Conclusions of Law, the parties agree as follows:

- 21. PRACTICE RESTRICTION: Licensee shall terminate and discontinue any cases involving forensic psychology, and shall refrain from providing psychological services on any case requiring forensic psychology for a minimum of two years, and only after obtaining re-specialization training in forensic psychology including supervised experience such as internship and practicum. This restriction of Licensee's practice does not limit Dr. Wright's ability to continue her work on cases not requiring expertise in forensic psychology.
- 22. <u>CONTINUING EDUCATION REQUIREMENT</u>: Licensee shall complete twenty-four hours of Continuing Education in the area of forensic psychology in the field of Family Law, commensurate with the Category I Continuing Education requirements pursuant to A.A.C. R4-26-207(C)(1). The Licensee shall submit the proposed continuing education courses to the Board's Executive Director for approval prior to taking a course. The twenty-four additional hours of Continuing Education may be used toward the sixty hours required for license renewal and shall be completed within two years of the date of this Consent Agreement and Order for Continuing Education. Within two weeks of completion of the additional continuing education, Licensee shall provide the Board with verification of completion of these hours. [R4-26-207(G)].
- 23. <u>VOLUNTARY ACCEPTANCE OF TERMS:</u> Licensee has read and understands this Consent Agreement as set forth herein and has had the opportunity to discuss this Consent Agreement with an attorney or has waived the opportunity to discuss this Consent Agreement with an attorney. Licensee voluntarily enters into this Consent Agreement for the purpose of avoiding the expense and uncertainty of an administrative hearing.
- 24. **WAIVERS:** Licensee understands that she has a right to a public administrative hearing concerning each and every allegation set forth in the above-captioned matter, at which administrative hearing she could present evidence and cross-examine witnesses. By entering into this Consent Agreement, Licensee freely and voluntarily relinquishes all rights to such an administrative hearing, as well as all rights of rehearing, review, reconsideration, appeal,

Judicial review or any other administrative and/or judicial action, concerning the matters set forth herein. Licensee affirmatively agrees that this Consent Agreement shall be irrevocable.

- 25. <u>CONSIDERATION IN FUTURE ACTIONS:</u> Licensee understands that this Consent Agreement, or any part thereof, may be considered in any future disciplinary action against her.
- 26. **FINAL RESOLUTION:** The parties agree that this Consent Agreement constitutes final resolution of this disciplinary matter but further understand that this Consent Agreement does not constitute a dismissal or resolution of other matters currently pending before the Board, if any, and does not constitute any waiver, expressed or implied, of the Board's statutory authority or jurisdiction regarding any other pending or future investigations, actions or proceedings. Licensee also understands that acceptance of this Consent Agreement does not preclude any other agency, subdivision or officer of this State from instituting other civil or criminal proceedings with respect to the conduct that is the subject of this Consent Agreement.
 - 27. **TIME:** Time is of the essence with regard to this Agreement.
- 28. NON-COMPLIANCE: If Licensee fails to comply with the terms of this Consent Agreement, the Board shall properly institute proceedings for noncompliance with this Consent Agreement, which may result in suspension, revocation, or other disciplinary and/or remedial actions. Licensee agrees that any violation of this Consent Agreement is a violation of A.R.S. § 32-2061(13)(aa), which is "violating a formal board order, consent agreement, term of probation or stipulated agreement."
- 29. ACCEPTANCE BY THE BOARD: Licensee understands that the foregoing Consent Agreement shall not become effective unless and until adopted by the Board of Psychologist Examiners and executed on behalf of the Board. Any modification to this original document is ineffective and void unless mutually approved by the parties in writing.
- 30. **PUBLIC RECORD:** Licensee understands that this Consent Agreement is a public record that may be publicly disseminated as a formal action of the Board.

	26th
1	Dated this day of 1000, 2012.
2	Mario Mario Andi Andi
3	Cindy Olvey, PsyD. Cindy Olvey, PsyD.
4	Licensee Executive Director Board of Psychologist Examiners
5	Board of Psychologist Examinets
6	ORIGINAL of the foregoing filed this
7	26 day of April 2012, with:
8	The Arizona State Board of Psychologist Examiners
9	1400 West Washington, Suite 235
10	Phoenix, Arizona 85007
12	COPY of the foregoing mailed by Certified Mail
13	No. 7009225000011148 8220 & 37 this 26 day of April 2012, to:
14	ms 26 day of April 2012, to.
15	Kimi Wright, Ph.D.
16	Address of Record
17	C. C
18	Copy of the foregoing mailed this 26 day of April 2012, to:
19	Charles S. Hover, III, Esq.
20	RENAUD COOK DRURY MESAROS, P.A. One North Central, Ste. 900
21	Phoenix, AZ 85004
22	
23	Copy of the foregoing mailed by interagency mail this 26 day of April 2012, to:
24	
25	Jeanne Galvin, Esq. Office of the Attorney General
26	1275 West Washington, CIV/LES Phoenix, Arizona 85007
27	Bud Inother Dunchick
28	Dy. Miles in the second